

EQUITABLE CAPITAL PARTNERS (RETIREMENT FUND) II, L.P.  
SUBSCRIPTION QUALIFICATION AND ACCEPTANCE PAGE

For Use By  
EQUICO SECURITIES, INC.  
Please Print or Type. Use Black Ink Only.

[This form to be used only by  
Equico Securities, Inc. as  
Selected Dealer]

Investment Data

_____	\$ _____	Check Appropriate Box:		_____
Number of	Total	_____	Subsequent Investment	ELAS Agent or
Units	Investment	_____	ELAS Agent or Manager	Employee Code #
	Amount	_____	ELAS or Subsidiary	
		_____	Officer or Director	
		_____	ELAS Employee	

Make checks payable to: "Security Pacific National Trust Company (New York) - Escrow Agent for EQRETIRE"  
Mail to: Equico Securities, Inc., L.P. Administration, Third Floor, 1755 Broadway, New York, NY 10019

PLEASE COMPLETE ALL INFORMATION REQUESTED BELOW

Registration  
and  
Investor Data

Name: \_\_\_\_\_ Mr. \_\_\_\_\_ Ms. \_\_\_\_\_ Mrs. (First Name, Last Name)

Joint Investor \_\_\_\_\_ Mr. \_\_\_\_\_ Ms. \_\_\_\_\_ Mrs.

Mailing Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Business Phone \_\_\_\_\_

Home Phone \_\_\_\_\_

State of Residence \_\_\_\_\_

Please Indicate Citizenship Status \_\_\_\_\_ U.S. Citizen Date of Birth \_\_\_\_\_ Month \_\_\_\_\_ Social Security  
by Checking Appropriate Box \_\_\_\_\_ Other \_\_\_\_\_ Day \_\_\_\_\_ or Tax ID #  
\_\_\_\_\_ Year \_\_\_\_\_

Check Appropriate Box:

Investor:

FCC Alien \_\_\_\_\_  
Not FCC Alien \_\_\_\_\_

Joint Investor:

FCC Alien \_\_\_\_\_  
Not FCC Alien \_\_\_\_\_

Residential Mailing  
Address of  
Beneficial Owner  
(for IRAs, Keoghs  
and other Custodial  
Accounts)

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

CHECK ONE - IMPORTANT - SEE INSTRUCTIONS

Account Type  
Tax-Exempt  
Only

1. \_\_\_\_\_ Individual Retirement Account (IRA)\*
2. \_\_\_\_\_ Keogh\*
3. \_\_\_\_\_ Qualified plan\*
4. \_\_\_\_\_ Other tax exempt entity (specify below)\*  
\_\_\_\_\_

Information as to Plan Administrator or Custodian  
Name \_\_\_\_\_  
Taxpayer ID # \_\_\_\_\_  
Address \_\_\_\_\_

\*Additional Documentation Necessary:

Investor  
Execution

The undersigned subscriber hereby certifies under penalties of perjury that (i) such subscriber agrees to all the terms and conditions of the within Subscription Agreement for Equitable Capital Partners (Retirement Fund) II, L.P. (the "Fund"), including the acknowledgements and authorizations therein and is subscribing for the number of Units in the Fund as set forth above, (ii) the information set forth in the within Subscription Agreement including this Subscription Qualification and Acceptance Page is true and correct, (iii) such subscriber has received a copy of the Prospectus for the Fund, (iv) such subscriber meets the suitability standards set forth in the Prospectus and (v) such subscriber is not subject to backup withholding because (a) such subscriber has not been notified that such subscriber is subject to backup withholding as a result of a failure to report all interest and dividends or (b) the Internal Revenue Service has notified such subscriber that such subscriber is no longer subject to backup withholding (if you have been notified that you are subject to backup withholding and the Internal Revenue Service has not notified you that backup withholding has been terminated, strike out item (v)).

Dated \_\_\_\_\_

Investor \_\_\_\_\_

Joint Investor \_\_\_\_\_

Registered  
Representative Data

Authorized Signature (IRA/Keogh Custodian or Trustee)  
\_\_\_\_\_

#### TO BE COMPLETED BY REGISTERED REPRESENTATIVE

The undersigned Registered Representative certifies that a copy of the final Prospectus of the Equitable Capital Partners (Retirement Fund) II, L.P. has been delivered to the investor named below. In order to substantiate compliance with Appendix F to Article III, Section 34 of the NASD's Rules of Fair Practice, the undersigned Registered Representative hereby certifies as follows: I have reasonable grounds to believe, based on information obtained from the investor named above concerning his, her or its investment objectives, other investments, financial situation and needs and any other information known by me, that (i) investment in Equitable Capital Partners (Retirement Fund) II, L.P. is suitable for such investor in light of his, her or its financial position, net worth and other suitability characteristics and (ii) such investor meets the suitability standards set forth in the Prospectus. I have also informed the investor of the lack of liquidity and marketability of the Units and that there are restrictions contained in the Partnership Agreement related to the Fund which are intended to prevent the development of a public market in the Units.

Registered Representative Signature:  
\_\_\_\_\_

Registered Representative Name (First Name, Last Name) - Agent Code # - Agency Name - Telephone Number  
\_\_\_\_\_

Street Address  
\_\_\_\_\_

City, State  
\_\_\_\_\_

Zip Code  
\_\_\_\_\_

Registered Representative Name - Agent Code # - Agency Name - Telephone Number  
\_\_\_\_\_

Registered Representative Name - Agent Code # - Agency Name - Telephone Number  
\_\_\_\_\_

Registered Representative Name - Agent Code # - Agency Name - Telephone Number  
\_\_\_\_\_

Acceptance  
by Managing  
General Partner

**FOR MANAGING GENERAL PARTNER'S USE ONLY**

# of Units Purchased	Amount Received	Date of Receipt	Subscription #
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Processed by	Deposit Date	Unit Number
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This Subscription Agreement, Signature Page and Power of Attorney will not be an effective agreement until it is signed by a duly authorized agent of the Managing General Partner.

Equitable Capital Management Corporation, as Managing General Partner, hereby accepts this subscription on behalf of the above-referenced Fund, subject to the terms and conditions of the within Subscription Agreement.

Authorized Representative of Managing General Partner

Date of Acceptance

**SPECIAL SUBSCRIPTION REQUIREMENTS**

**Residents of the following states must meet the suitability standards set forth below:**

**Iowa**

Iowa investors must have either (a) a net worth (exclusive of home, home furnishings and personal automobiles) of not less than \$225,000 or (b) a net worth (as computed above) of not less than \$60,000 and gross income in the current year from all sources of at least \$60,000.

**Oklahoma**

Oklahoma investors must have either (a) net worth (exclusive of home, home furnishings and personal automobiles) of not less than \$225,000 or (b) a net worth (as computed above) of not less than \$60,000 and taxable income in the current year and next three taxable years, of at least \$60,000.

**Missouri**

Missouri investors must have either (a) a net worth (exclusive of home, home furnishings and personal automobiles) of not less than \$225,000 or (b) a net worth (as computed above) of not less than \$60,000 and taxable income during the last taxable year, of at least \$60,000.

**Investors in the following states must complete, date and deliver to the investor's Merrill Lynch Financial Consultant or Selected Dealer one copy of the Subscription Qualification and Acceptance Page:**

Iowa  
Minnesota  
Missouri  
Oklahoma  
Washington

**Investors in the following state have the special rights listed below:**

**Texas**

Texas investors may rescind their subscriptions within five business days of first receiving the final Prospectus.

No person has been authorized to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorized. This Prospectus does not constitute an offering of any securities other than the registered securities to which it relates or an offer to any person in any State where such offer would be unlawful. The delivery of this Prospectus at any time does not imply the information herein is correct as of any time subsequent to its date.



## Equitable Capital Partners II

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**\$100,000,000**

**100,000 Units of  
Limited Partnership  
Interest**

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**PROSPECTUS**

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### Exhibit

Form of Amended and Restated	
Agreement of Limited Partnership.....	A
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**Merrill Lynch Capital Markets**

Until , 1990 (90 days after the date hereof) all dealers effecting transactions in the Units, whether or not participating in this distribution, may be required to deliver a current copy of this Prospectus. This is in addition to the obligation of dealers to deliver a Prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

, 1990

**PART II**  
**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 1. Marketing Arrangements.**

None.

**Item 2. Other Expenses of Issuance and Distribution.**

The following table sets forth the estimated expenses in connection with the issuance and distribution of the securities covered by this Registration Statement:

Securities and Exchange	
Commission fees . . . . .	\$20,000
National Association of	
Securities Dealers, Inc. fees. . . . .	\$10,500
Printing. . . . .	\$ *
Accountants' fees and expenses. . . . .	\$ *
Blue Sky fees and expenses. . . . .	\$ *
Counsel fees and expenses . . . . .	\$ *
Miscellaneous . . . . .	\$ *
Total. . . . .	<u>\$ *</u>

**Item 3. Indemnification.**

(a) Section 5.9 of the Amended and Restated Limited Partnership Agreements of each of the Registrants (the "Partnership Agreement"), provides that to the fullest extent permitted by law, each Registrant, out of its assets, and not out of the assets of its General Partners, will indemnify and hold harmless any such General Partner and any affiliate (which term includes any officer or director of any such General Partner or any person controlling, controlled by or under common control with a General Partner) who was or is a party or is threatened to be made a party to any threatened, pending

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\* To be completed by amendment.

or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Registrant), by reason of any act or omission or alleged act or omission arising out of such General Partner's activities as a general partner or such affiliate's activities as an officer, partner, director, shareholder or affiliate of such General Partner if such activities were performed in good faith and were reasonably believed by such person to be in or not opposed to the best interests of the Partnership and to be within the scope of the authority conferred by the Partnership Agreement or by law or by the consent of the Limited Partners of such Registrant in accordance with the provisions of the Partnership Agreement, against losses, damages, or expenses for which such person has not otherwise been reimbursed (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding so long as such person was not guilty of gross negligence, willful misfeasance, bad faith or reckless disregard of such person's duties or with respect to such acts or omissions (or with respect to the Managing General Partner, not guilty of any of the foregoing, negligence or misconduct), and, with respect to any criminal action or proceeding, and had no reasonable cause to believe his conduct was unlawful and provided (i) that the satisfaction of any indemnification and any holding harmless shall be from and limited to assets of such Registrant and no such Limited Partner shall have any personal liability on account thereof, and (ii) that such an indemnification of an affiliate of such General Partner shall be limited to losses, damages or expenses (A) which such affiliate incurred solely as a result of such affiliate's status as an affiliate of such General Partner or (B) to which the affiliate is subject because it has performed an obligation of such General Partner on behalf of such General Partner. Each Registrant may make advance payments out of its assets in connection with the expense of defending any action with respect to which indemnification might be sought by the General Partner or its Affiliates. The indemnified General Partner or its Affiliates shall give a written undertaking to reimburse the Registrant in the event it is subsequently determined that such indemnitee is not entitled to such indemnification and (a) the indemnified General Partner or its Affiliates shall provide security for its undertaking, (b) the Registrant shall be insured against losses arising by reason of lawful advances, or (c) a majority of the

disinterested General Partners shall determine, based on a review of readily available facts (as opposed to a full trial-type inquiry), that there is reason to believe that the indemnitee ultimately will be found entitled to indemnification. The rights accruing to any General Partner or its Affiliates shall not exclude any other right to which such indemnitee may be lawfully entitled and shall inure to the benefit of its heirs, executors, administrators or other legal representatives. Notwithstanding the foregoing, absent a judicial or administrative determination that such General Partner or any of its affiliates seeking indemnification was not liable on the merits or guilty of disabling conduct within the meaning of Section 17(h) of the Investment Company Act of 1940, the decision by such Registrant to indemnify such General Partner or any such Affiliate or to make advance payments pending such indemnification must be based upon the reasonable determination of independent counsel or Independent General Partners of such Registrant not parties to the claim for which indemnification is to be sought, after review of the facts, that such disabling conduct did not occur. The Partnership Agreement also provides that such Registrant may not incur that portion of any liability insurance policy that insures any of its General Partners or affiliates for any liability as to which such General Partners may not be indemnified pursuant to the Partnership Agreement.

The Partnership Agreement also provides to the extent that an Independent General Partner of a Registrant has a valid claim for indemnification from such Registrant and has pursued such claim against such Registrant, but such claim has not been satisfied, that Equitable Capital Management Corporation will satisfy such claim; provided, however, that the maximum aggregate amount payable thereunder by Equitable Capital Management Corporation to the Independent General Partners of a Registrant will be \$100 million reduced by the amount of any indemnification by such company of the Independent General Partners of the other Registrant.

(b) The Certificate of Incorporation and By-Laws of Equitable Capital Management Corporation provide for indemnification of its directors, officers and employees and any person serving at its request as a director, officer or employee of another corporation, partnership, trust, joint venture or other enterprise to the full



extent permitted by the General Corporation Law of the State of Delaware (the "GCL").

Section 145 of the GCL authorizes the indemnification of any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person was or is a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 145 of the GCL also authorizes the indemnification of any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person was a director, officer, employee or agent of such corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the corporation except that if such person shall have been adjudged liable in connection with such settlement or action, no indemnification shall be made unless a court otherwise determines, upon application, that in view of all the circumstances of such action or suit such person is fairly and reasonably entitled to indemnification for such expenses.

(c) Section 5.5 of the By-Laws of The Equitable Life Assurance Society of the United States (the "Society") provides:

To the extent permitted by the laws of the State of New York and subject to all applicable requirements thereof:

(a) any person made or threatened to be made a party to any action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Society shall be indemnified by the Society;

(b) any person made or threatened to be made a party to any action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate serves or served any other organization in any capacity at the request of the Society may be indemnified by the Society; and

(c) the related expenses of any such person in any of said categories may be advanced by the Society.

Section 721 of the Business Corporation Law of New York (the "NYBCL") provides that the indemnification granted pursuant to, or provided by, the NYBCL is not exclusive of any other rights to which a director or officer seeking indemnification may be entitled, so long as such rights are consistent with the NYBCL. Section 721 also provides that no indemnification may be made to or on behalf of a director or officer if (i) such person's acts were committed in bad faith or as a result of active or deliberate dishonesty and were material to the proceeding in question, or (ii) if such person gained a financial profit or other advantage to which he was not legally entitled.

Section 722(a) of the NYBCL authorizes the indemnification of any director or officer made or threatened to be made a party to an action or proceeding other than one by or in the right of the corporation to procure a judgment in its favor, whether civil or criminal, by reason of the fact that such director or officer was a director or officer of such corporation, or served in any capacity another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the corporation, against judgments, fines,

amounts paid in settlement and reasonable expenses (including attorneys' fees) actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted in good faith for a purpose which he reasonably believed to be in or, in the case of service for any other corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to the best interests of the corporation, and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

Section 722(c) of the NYBCL authorizes the indemnification of any director or officer made, or threatened to be made, a party to an action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such director or officer was a director or officer of such corporation or served in any capacity another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the corporation, against amounts paid in settlement and reasonable expenses (including reasonable attorneys' fees) actually and necessarily incurred by him in connection with the defense or settlement or such action, or in connection with an appeal therein, if such officer or director acted in good faith not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of (1) a threatened action, or a pending action which is settled or otherwise disposed of, or (2) any claim, issue or matter as to which such director or officer is adjudged liable, unless a court determines that, in view of all the circumstances of such case, such director or officer is fairly and reasonably entitled to some indemnification of expenses.

Section 726 of the NYBCL authorizes a corporation to purchase and maintain insurance, subject to certain conditions, to indemnify directors and officers. The Society insures its officers and directors (and the officers and directors of its subsidiaries) against certain liabilities and has insurance against certain payments which it may be obligated or authorized to make to such persons.

(d) The Agency Agreement among the Funds, Equitable Capital and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") provides that MLPF&S will indemnify the officers and directors of Equitable Capital

against certain liabilities, including liabilities under the Securities Act of 1933.

Insofar as indemnification for liabilities under the Securities Act of 1933 may be permitted to General Partners, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in such Act and is therefore unenforceable. If a claim for indemnification against such liabilities under the Securities Act of 1933 (other than for expenses incurred in a successful defense) is asserted against a Registrant by the General Partners under the Partnership Agreement or otherwise, such Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in such Act and will be governed by the final adjudication of such issue.

Item 4. Financial Statements and Exhibits.

(a) See "Index to Financial Statements" in the Prospectus.

(b) Exhibits.

1.1 Certificate of Limited Partnership of Equitable Capital Partners II, L.P.\*

1.2 Certificate of Limited Partnership of Equitable Capital Partners (Retirement Fund) II, L.P.\*

1.3 Form of Amended and Restated Agreement of Limited Partnership of each Registrant. (Included as Exhibit A to the Prospectus.)

2. None.

3. None.

4. None.

5. None.

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\* Previously filed.

6. Form of Investment Advisory Agreement of each Registrant between such Registrant and Equitable Capital Management Corporation.\*

7.1 Form of Agency Agreement relating to the offering of the Registrants' securities.

7.2 Form of Selected Dealers Agreement (appears as Exhibit A to Exhibit 7.1).

8. None.

9. Form of Custodian Contract between each Registrant and State Street Bank and Trust Company.

10.1 Form of Administrative Services Agreement for each Registrant among Equitable Capital Management Corporation, such Registrant and ML Fund Administrators Inc.

10.2 Form of Escrow Deposit Agreement for each Registrant among Security Pacific National Trust Company, Merrill Lynch, Pierce, Fenner & Smith Incorporated and such Registrant.

11. Opinion and consent of Debevoise & Plimpton as to the legality of the securities being registered.\*\*

12.1 Consent of Deloitte & Touche.\*\*

12.2 Form of opinion of Debevoise & Plimpton as to certain tax matters.

16. Powers of Attorney pursuant to which this Registration Statement was executed.\*\*\*

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\* Previously filed.

\*\* To be filed by amendment.

\*\*\* Previously filed for Mssrs. Holloway, Katz and Moran; the powers for attorney for Mssrs. Wruble, Savage and Downes are filed as Exhibit 16 hereto.

**Item 5. Persons Controlled by or Under Common Control with Registrants.**

The Registrants do not control any persons. Equitable Capital Management Corporation is also the general partner of the following Delaware limited partnerships: Equitable Capital Partners, L.P.; Equitable Capital Partners (Retirement Fund), L.P.; Equitable Capital High Yield Access Fund, L.P.; and Equitable Capital Private Income and Equity Partnership II, L.P. Equitable Capital Management Corporation and Equitable Life Assurance Society of America are partners in Equitable Managed Assets, L.P., which is the general partner of Equitable Deal Flow Fund, L.P.

**Item 6. Number of Holders of Securities.**

One.

James P. Pappas, Senior Vice President of Equitable Capital Management Corporation, purchased a limited partner interest in each Fund for \$50 in order to become Initial Limited Partner thereof. As of the date hereof Mr. Pappas is the sole limited partner in each Fund.

**Item 7. Location of Accounts and Records.**

The accounts and records of the Registrants will be maintained at the principal offices of Equitable Capital Management Corporation, 1285 Avenue of the Americas, New York, New York 10019 and of ML Fund Administrators Inc., One Liberty Plaza, 165 Broadway, New York, New York 10006-3603.

**Item 8. Business and Other Connections of Investment Adviser.**

The business of Equitable Capital Management Corporation is described in Part I of this Registration Statement under "Management Arrangements -- Equitable Capital".

Set forth below is a list of each officer and director of Equitable Capital Management Corporation indicating each business, profession, vocation or employment of a

substantial nature in which each such person has been engaged since January 1, 1987 for his own account or in the capacity of a director, officer, employee, partner or trustee.

<u>Name</u>	Position with Equitable Capital Management <u>Corporation</u>	Other Substantial Bus. and Profession, Vocation or <u>Employment</u>
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[To be filed by amendment.]

Item 9. Management Services.

Except as described in Part I of this Registration Statement under the caption "Management Arrangements" neither Registrant is a party to any management-related service contract.

Item 10. Undertakings.

Each Registrant undertakes:

(1) To suspend offering of its Units until it amends its Prospectus if (a) subsequent to the effective date of its Registration Statement, the net asset value declines more than 10 percent from its net asset value as of the effective date of the Registration Statement or (b) the net asset value increases to an amount greater than its net proceeds as stated in the Prospectus.

(2) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(a) To include any prospectus required by Section 10 (a)(3) of the Securities Act of 1933, as amended;

(b) To reflect in the Prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;

(c) To include material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

(3) That, for the purpose of determining any liability under the Securities Act of 1933, as amended, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(4) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.



<u>Signature</u>	<u>Title</u>	<u>Date</u>
<hr/> * Brian F. Wruble	Chairman of the Board of Directors, President and Chief Executive Officer	
<hr/> * Frank Savage	Vice Chairman of the Board of Directors and Executive Vice President	
<hr/> * David K. Downes	Director and Executive Vice President, Chief Financial and Administrative Officer and Treasurer	
<hr/> Robert W. Barth	Director	
<hr/> * Stephen Friedman	Director	
<hr/> * John Katz	Director	
<hr/> * John D. Miller	Director and Executive Vice President	

\* By: /s/ James P. Pappas  
James P. Pappas  
Attorney-in-Fact

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, each Registrant has duly caused this Pre-Effective Amendment No. 1 to this Registration Statement to be signed on its behalf by the undersigned, hereunto duly authorized, in the City of New York, State of New York on this 28th day of February, 1990.

EQUITABLE CAPITAL PARTNERS II, L.P.

By: EQUITABLE CAPITAL MANAGEMENT  
CORPORATION  
its Managing General Partner

By: /s/ James P. Pappas  
Name: James P. Pappas  
Title: Senior Vice  
President

EQUITABLE CAPITAL PARTNERS  
(RETIREMENT FUND) II, L.P.

By: EQUITABLE CAPITAL MANAGEMENT  
CORPORATION  
its Managing General Partner

By: /s/ James P. Pappas  
Name: James P. Pappas  
Title: Senior Vice  
President



# Equitable Capital Partners

## Equitable Capital Partners, L.P.

### Equitable Capital Partners (Retirement Fund), L.P.

Investment Adviser:

### Equitable Capital Management Corporation

**1,000,000 Units of Limited Partnership Interest**

**\$1,000,000,000**

**Minimum Investment—5 Units**

**\$1,000 Per Unit**

**(For Individual Retirement Accounts—2 Units)**

Equitable Capital Partners, L.P. (the "Enhanced Yield Fund") and Equitable Capital Partners (Retirement Fund), L.P. (the "Enhanced Yield Retirement Fund"; the Enhanced Yield Fund and the Enhanced Yield Retirement Fund are sometimes individually referred to in this Prospectus as a "Fund" and are collectively referred to in this Prospectus as the "Funds"), newly formed Delaware limited partnerships, are each organized as a business development company under the Investment Company Act of 1940. The investment objective of each Fund is to provide current income and capital appreciation potential by investing in privately structured, friendly leveraged buyouts and other leveraged transactions. Each Fund intends to achieve this objective by investing primarily in subordinated debt and related equity securities issued in conjunction with the "mezzanine financing" of friendly leveraged buyouts, leveraged acquisitions, and leveraged recapitalizations. Because these investments in leveraged transactions are intended to combine the return from high yield subordinated debt with the potential in most cases for equity appreciation, they provide the opportunity for "enhanced yields". Individual retirement accounts, Keogh plans and other tax-exempt investors may only subscribe for interests in the Enhanced Yield Retirement Fund (the limited partnership interests in the Enhanced Yield Fund and the Enhanced Yield Retirement Fund are denominated in and collectively referred to in this Prospectus as the "Units"). All other investors purchasing Units may only subscribe for Units of the Enhanced Yield Fund. The investment objective, policies and restrictions of each Fund are identical except that the Enhanced Yield Retirement Fund may not borrow to fund or refinance its portfolio investments. This restriction has been imposed on the Enhanced Yield Retirement Fund to avoid the possibility that tax-exempt investors may receive material amounts of unrelated business taxable income because of borrowings made to fund the acquisition of investments. There is no assurance that the investment objective of the Funds will be realized. Each Fund is a non-diversified company as such term is defined in the Investment Company Act of 1940.

Equitable Capital Management Corporation ("Equitable Capital"), an indirect wholly-owned subsidiary of The Equitable Life Assurance Society of the United States, acts as investment adviser to, and is the managing general partner of, each Fund. ML Fund Administrators Inc., an indirect wholly-owned subsidiary of Merrill Lynch & Co., Inc., will be the administrator of each Fund and will coordinate investor relations. The Funds' investor relations representative is accessible at (212) 449-2006 during business hours. See "Management Arrangements".

**The Units are illiquid securities. There is no public market for the Units, and there are restrictions contained in the partnership agreement relating to each Fund which are intended to prevent the development of a public market. See "Transferability of Units".**

Investors should read this Prospectus and retain it for future reference. The Funds' principal executive offices are located at 1285 Avenue of the Americas, New York, New York 10019 (Telephone number (212) 554-2000).

**INVESTING IN LEVERAGED BUYOUTS, ACQUISITIONS AND RECAPITALIZATIONS AND  
IN CORPORATE RESTRUCTURINGS IS SPECULATIVE AND INVOLVES A HIGH  
DEGREE OF RISK. THESE ARE SPECULATIVE SECURITIES. SEE**

**"RISK AND OTHER IMPORTANT FACTORS".**

**THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND  
EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY  
OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CON-  
TRARY IS A CRIMINAL OFFENSE.**

	Price to Public(1)(2)	Commissions(1)(2)	Proceeds to the Fund(s)(1)(2)(3)
Per Unit (5 Units minimum)(4) .....	\$ 1,000	\$ 70	\$ 930
Total Minimum Per Fund (25,000 Units)(5) .....	\$ 25,000,000	\$ 1,750,000	\$ 23,250,000
Total Combined Minimum (75,000 Units)(5) .....	\$ 75,000,000	\$ 5,250,000	\$ 69,750,000
Total Combined Maximum (1,000,000 Units)(6) .....	\$1,000,000,000	\$70,000,000	\$930,000,000

(continued on following page)

## Merrill Lynch Capital Markets

The date of this Prospectus is July 15, 1988

- (1) The selling commission to Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") will equal 7% of the Price to Public, subject to certain discounts for purchases of 500 or more Units and for purchases by certain persons. The Proceeds to the Fund(s) net of commissions will not be affected by such discounts. This table does not reflect any such discounts. Pending resolution of certain issues with the Securities and Exchange Commission, each Fund may, under certain circumstances, have more than one closing of the sale of Units. If more than one such closing for a Fund occurs, the Price to Public after the first closing of the sale of Units in such Fund may be adjusted to approximate the market value of Units based on their net asset value. See "Offering and Sale of Units".
- (2) MLPF&S will be reimbursed by the Funds for actual marketing and sales expenses in an amount not to exceed 1/2% of the aggregate Price to Public. The amounts paid as reimbursement will reduce the Proceeds to the Fund(s). See footnote (3) below and "Estimated Use of Proceeds". The Funds and Equitable Capital have agreed to indemnify MLPF&S and certain Selected Dealers against certain liabilities, including liabilities under the Securities Act of 1933. See "Offering and Sale of Units".
- (3) Before deducting offering and organizational expenses payable by the Funds not in excess of \$6,000,000, estimated to be not in excess of \$43.33 per Unit for the Combined Minimum, and the reimbursement of expenses of MLPF&S set forth above in footnote (2). Such offering and organizational expenses will be allocated between the Funds in proportion to the number of Units issued by each Fund. After deducting such estimated expenses and reimbursements, the Enhanced Yield Fund and the Enhanced Yield Retirement Fund are estimated to have net proceeds available for investment as follows:

	Gross Offering Proceeds	Net Proceeds Available for Investment	
		Enhanced Yield Fund	Enhanced Yield Retirement Fund
Minimum Per Fund.....	\$ 25,000,000	\$ 22,041,700	\$ 22,041,700
Combined Minimum.....	\$ 75,000,000	\$ 66,125,000	\$ 66,125,000
Combined Maximum.....	\$1,000,000,000	\$924,250,000	\$924,250,000

Each of the figures for the Combined Minimum and Combined Maximum under the captions "Enhanced Yield Fund" and "Enhanced Yield Retirement Fund" is based on the assumption that all of the Units sold were Units of the Fund listed above the figure. See "Estimated Use of Proceeds". Assuming that the Enhanced Yield Fund has borrowed an amount equal to 50% of net proceeds available for investment, the net funds available for investment for the Minimum Per Fund, Combined Minimum and Combined Maximum for such Fund would be \$33,062,550, \$99,187,500 and \$1,386,375,000, respectively.

- (4) The minimum purchase requirement for individual retirement accounts (which may only purchase Units in the Enhanced Yield Retirement Fund) is two Units (\$2,000).
- (5) The minimum number of Units which may be sold in a Fund is 25,000. However, unless 75,000 Units are subscribed for in the Funds together (which may be in one Fund or, if the 25,000 Unit minimum is met by both Funds, in the Funds combined) no Units will be sold.
- (6) The total Combined Maximum may be sold in either Fund, or in any proportion between the Funds but not more than such maximum may be sold by the Funds collectively. See "Offering and Sale of Units".

The Units are being offered by MLPF&S, as selling agent, on a "best efforts" basis and by certain participating broker-dealers, including Equico Securities, Inc., an affiliate of Equitable Capital. This offering will terminate not later than September 30, 1988 or such other subsequent date, as may be permitted by the staff of the Securities and Exchange Commission, but not later than May 31, 1989, as Equitable Capital, MLPF&S and the Funds may agree upon (the "Termination Date"). If subscriptions acceptable to Equitable Capital for 75,000 Units have not been received by the Termination Date, no Units will be sold. The minimum amount of subscriptions for a Fund is 25,000 Units. Funds paid by subscribers will be deposited in a bank escrow account and subscriptions may not be terminated or funds withdrawn by subscribers. In the event that at the Termination Date the offering of Units in one or both Funds is not completed, subscription payments for Units in such Fund or Funds will be refunded promptly with any net interest earned thereon. Equitable Capital, MLPF&S, certain affiliates and related persons thereof may subscribe for Units (which subscription(s) may be made for up to an aggregate of 10,000 Units (but not for more than 15% of the Units subscribed for in a Fund) to satisfy the 75,000 Unit combined minimum) on the same terms and conditions as other investors except that Equitable Capital, MLPF&S and certain affiliates and related persons thereof will not pay a sales commission upon such purchase. See "Offering and Sale of Units".

## PROSPECTUS SUMMARY

The summary information below should be read in conjunction with the detailed information appearing elsewhere in this Prospectus.

### Offering:

Equitable Capital Partners, L.P. (the "Enhanced Yield Fund") and Equitable Capital Partners (Retirement Fund), L.P. (the "Enhanced Yield Retirement Fund"; the Enhanced Yield Fund and the Enhanced Yield Retirement Fund are sometimes individually referred to herein as a "Fund" and are collectively referred to herein as the "Funds") are offering together an aggregate of 1,000,000 units of limited partnership interest (the "Units") through Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"), acting as selling agent for the Funds on a "best efforts" basis. Each Unit represents a capital contribution (the "Capital Contribution") of \$1,000 in either the Enhanced Yield Fund or the Enhanced Yield Retirement Fund, as applicable.

Individual retirement accounts ("IRAs"), Keogh plans and other tax-exempt investors ("Tax-Exempt Investors") may only subscribe for Units representing interests in the Enhanced Yield Retirement Fund. All other investors may only subscribe for Units representing interests in the Enhanced Yield Fund.

The minimum investment in each of the Funds is five Units (\$5,000), except that the minimum investment for IRAs in the Enhanced Yield Retirement Fund is two Units (\$2,000). Additional Units may be purchased in increments of \$1,000. Pending resolution of certain issues with the staff of the Securities and Exchange Commission, each Fund may, under certain circumstances, have more than one closing of the sale of Units. If a Fund has more than one such closing, Units may be sold after the initial closing at a market price based on the net asset value of the Units, which may be higher or lower than \$1,000 per Unit. Any change in the public offering price of Units will be set forth in a supplement to this Prospectus. See "Terms of the Offering" and "How to Subscribe" below. In the future, the Funds may make an offshore offering to a foreign investment fund or other entity that will be formed for the purpose of investing in the Funds. Interests in the foreign fund will in turn be sold to non-U.S. investors. Any such offering, if made, will be separate from the offering made by this Prospectus which does not purport to relate to such offering. The offering price of interests sold in any foreign offering will closely approximate the then net asset value of Units plus applicable sales commissions, which, depending on the timing of such offering, may be more or less than the Price to Public of Units offered to U.S. investors.

### The Funds:

Each Fund is a limited partnership organized under Delaware law which has been formed to invest primarily in subordinated debt and related equity securities issued in conjunction with the "mezzanine financing" of friendly leveraged buyouts, leveraged acquisitions and leveraged recapitalizations. A "friendly" transaction is a buyout, acquisition or recapitalization of a business not opposed by its Board of Directors. Each Fund may also invest up to 10% of its capital available for investment in securities issued in connection with other types of acquisitions and corporate restructurings. See "Investment Objective and Policies—Mezzanine Investments" and "Other Investments". Equitable Capital Management Corporation ("Equitable Capital") will serve as investment adviser to each Fund.

The investment objective, policies and restrictions of each Fund are identical (see "Investment Objective" below) except that the Enhanced Yield Retirement Fund may not borrow in order to fund or refinance its portfolio investments. This restriction has been imposed on the Enhanced Yield Retirement Fund primarily to avoid the possibility that Tax-Exempt Investors may receive material amounts of

unrelated business taxable income because of any borrowings made to fund the acquisition of investments.

All net investment income and net capital gains realized on a Fund's portfolio investments, after providing for certain reserves and certain additional investments, will be distributed to the Partners of such Fund quarterly, as described in this Prospectus under "Distributions and Allocations." Cash distributions from Temporary Investments (as defined below) are expected to begin within three to six months, and from Mezzanine Investments (as defined below) within twelve months, of the Funds' final closing of sale of Units offered hereby.

Each Fund is a "non-diversified company" as defined in the Investment Company Act of 1940 (the "Investment Company Act") and as such any financial difficulty with respect to a single investment may expose it to a greater risk of loss than if it held a diversified portfolio. However, the investment restrictions applicable to each Fund (see "Investment Objective" below) require that, if such Fund becomes fully invested in Mezzanine and Other Investments, it must hold at least eight such investments.

Each Fund will be governed by a separate Amended and Restated Agreement of Limited Partnership substantially in the form attached as Exhibit A hereto (the "Partnership Agreement"). Each Fund will be a separate limited partnership and investors purchasing Units in one Fund will have no interest in the other Fund. The limited partners of the Funds are referred to herein as the "Limited Partners"; the general partners of a Fund are referred to herein as the "General Partners"; the Limited Partners and the General Partners are sometimes collectively referred to herein as the "Partners".

Each Fund has elected to be a business development company under the Investment Company Act. As a business development company, each Fund will be subject to certain provisions of the Investment Company Act and certain of its proposed operations will be subject to review by the Securities and Exchange Commission (the "SEC"). The Funds are seeking an exemptive order from the SEC relieving them, subject to certain terms and conditions, from certain of the provisions of the Investment Company Act to permit the coinvestments described below and in this Prospectus under "Investment Objective and Policies—Coinvestments". Receipt of such relief is one of the conditions precedent to closing of the sale of Units in the Funds. Pending a closing of the sale of Units all subscription proceeds will be held in escrow. If such order is not issued by the Termination Date (as defined below), the subscription proceeds will be returned to subscribers, together with any net interest earned thereon. See "Offering and Sale of Units". There can be no assurance that the SEC will issue such order. The issuance of any order to the Funds by the SEC does not constitute SEC approval of the Funds. See "Regulation".

The principal executive offices of the Funds are located at 1285 Avenue of the Americas, New York, New York 10019.

**Coinvestment:**

The Funds will "coinvest" with each other and expect to coinvest with certain affiliates of Equitable Capital ("Equitable Affiliates") in specified proportions and on terms and conditions that are the same in all material respects, subject to the availability of capital for investment on the part of each Fund and such Equitable Affiliates and certain other considerations. Subject to the final terms of the SEC order described above, the Funds together will have the right to an aggregate allocation of 50% of any Enhanced Yield Investment (as defined below) recommended to the Funds or any Equitable Affiliate

for investment by Equitable Capital until each Fund has become 75% invested in Enhanced Yield Investments and the right to an allocation of 25% of any such investment thereafter until it becomes initially fully invested in Enhanced Yield Investments. Equitable Capital may grant similar allocation rights to other affiliates, subject to the rights of the Funds. Each Fund's ability to coinvest with Equitable Affiliates is subject to certain limitations. Further, there can be no assurance that such affiliates will have capital available to coinvest with the Funds. See "Investment Objective and Policies—Coinvestments."

**Term of each Fund:**

Each Fund will terminate upon the liquidation of all of its investments, but no later than September 30, 1998 or ten years from the final Closing of the sale of the Units offered hereby in such Fund (such Fund's "Final Closing"), if later (see "Offering and Sale of Units"). The individual general partners of each Fund, who are not "interested persons" (the "Independent General Partners") of such Fund within the meaning of the Investment Company Act, have the right to extend the term of a Fund for up to two additional one-year periods if they determine that such extensions are in the best interest of such Fund, after which such Fund will liquidate any remaining investments as soon as practicable but in any event within five years. See "Summary of the Partnership Agreement".

**Investment Objective:**

The investment objective of each Fund is to provide current income and capital appreciation potential by investing in privately structured, friendly leveraged buyouts, leveraged acquisitions and leveraged recapitalizations.

Each Fund will pursue its objective by investing primarily in subordinated debt and related equity securities issued in conjunction with the "mezzanine financing" of leveraged buyouts, leveraged acquisitions and leveraged recapitalizations, as described below under "Mezzanine Investments" and "Investment Objective and Policies—Mezzanine Financing". Investments relating to such mezzanine financing are referred to herein as "Mezzanine Investments". The Enhanced Yield Fund may borrow an amount up to 50% of Net Proceeds Available for Investment (as such term is defined under "Estimated Use of Proceeds") to provide a source of funds for the purchase or refinancing of portfolio investments of the Enhanced Yield Fund. Any such borrowing will be non-recourse to the limited partners, and is expected to be non-recourse to the general partners, of the Enhanced Yield Fund. The Enhanced Yield Retirement Fund may not borrow for such purposes.

Each Fund may also invest up to 10% of its "Available Capital" (as defined below) in workouts and restructurings of financially troubled companies, in "turn around situations" (investments in companies whose performance may have been relatively weak but is expected by Equitable Capital to improve significantly), in debt and equity securities of highly leveraged companies issued other than in the context of a leveraged transaction and in non-leveraged acquisitions and recapitalizations. Such investments are referred to in this Prospectus as "Other Investments".

Each Fund may also make "Bridge Investments" (as described below) but only in a Portfolio Company in which it has made or expects to make a Mezzanine Investment. Pending other applications of funds, each Fund will make "Temporary Investments" (as described below).

At least 90% of each Fund's Available Capital (other than capital invested in Bridge Investments and Temporary Investments) will be invested in Mezzanine Investments and related Follow On In-

vestments, as described below. Furthermore, a Fund may not make a Bridge Investment which would result in more than 50% of its Available Capital being invested in Bridge Investments.

Each Fund will be limited in the amount of Available Capital it may invest in Mezzanine Investments or Bridge Investments in any one Portfolio Company. Generally, each Fund may not invest more than 10% of its Available Capital in Mezzanine Investments or 20% of its Available Capital in Bridge Investments in a single Portfolio Company. However, with the approval of its Independent General Partners (see "Management" below), a Fund may make Mezzanine Investments in up to two Portfolio Companies, utilizing, in each case, up to 20% of its Available Capital, and a Fund may make Bridge Investments in one Portfolio Company utilizing up to 25% of its Available Capital.

A Fund's "Available Capital" is the amount of the net offering proceeds from the sale of Units in such Fund, increased, in the case of the Enhanced Yield Fund, by the principal amount of any borrowing, and reduced by capital distributed to the holders of such Units and realized losses from such Fund's investments.

There can be no assurance that a Fund's investment objective will be attained. See "Investment Objective and Policies".

**Enhanced Yield Investments:**

Mezzanine Investments, Other Investments, Bridge Investments and Follow On Investments are collectively referred to herein as "Enhanced Yield Investments". Because these investments in leveraged transactions are intended to combine the return from high yield subordinated debt with the potential in most cases for equity appreciation, they provide the opportunity for "enhanced yields". See "Business Plan" below and "Investment Objective and Policies" in the Prospectus. The companies in which Enhanced Yield Investments are made are referred to as "Portfolio Companies".

Equitable Capital believes that such Enhanced Yield Investments would, if rated, be classified as speculative securities which generally would be of the type rated BB/Ba to CCC/Caa. Certain Temporary Investments may also be unrated. See Appendix I for a description of certain ratings by major rating agencies.

**Mezzanine Investments:**

Mezzanine Investments represent investments in leveraged buyouts, leveraged acquisitions and leveraged recapitalizations. Such investments include the subordinated debt and/or preferred stock portions of leveraged transactions combined, in most instances, with a contingent interest component or investment in an equity participation (an equity "kicker") which provides the potential for capital appreciation. An equity participation may take the form of common stock or preferred stock or other securities exercisable for or convertible into equity, including options and warrants. Certain Mezzanine Investments may, however, not contain an equity participation. In other instances a Mezzanine Investment may include senior debt (including senior subordinated debt) combined with subordinated debt, preferred stock and an equity participation. In order to facilitate a Fund's acquisition of a Mezzanine Investment, a Fund may purchase senior debt or senior subordinated debt which Equitable Capital does not expect will be held by such Fund as a part of the permanent Mezzanine Investment. A Fund may not purchase senior debt or senior subordinated debt that is not part of a permanent Mezzanine Investment if, with respect to senior debt, after such purchase more than 15% of its Available Capital would be invested in such senior debt or, with respect to senior subordinated debt, more than 15% of its Available Capital would be invested in such senior subordinated debt.



**Other Investments:**

Other Investments, which are limited to 10% of a Fund's Available Capital, may be made in the debt or equity securities of companies that may be experiencing financial or operating difficulties (including investments in financially troubled companies undergoing workouts) and believed by Equitable Capital to have attractive prospects for recovery, in "turn around situations" (investments in companies whose performance may have been relatively weak but is expected by Equitable Capital to recover), in investments in highly leveraged companies other than in the context of a leveraged transaction and in non-leveraged recapitalizations and acquisitions. The debt securities included in Other Investments are typically rated below investment grade, and more frequently, not rated at all. Both debt and equity securities of such companies have substantial speculative features.

**Bridge Investments:**

Each Fund may provide interim debt financing ("Bridge Investments") to certain Portfolio Companies. The Bridge Investments made by the Funds, if any, will be in debt instruments that are designed to provide interim financing of leveraged buyouts, acquisitions or recapitalizations of Portfolio Companies. Bridge Investments will generally have an expected term of twelve months or less, although certain Bridge Investments may have a longer expected term. Bridge Investments may include senior debt, senior subordinated debt, increasing rate notes, subordinated debt, preferred stock or common equity. Each Fund may also make a Bridge Investment by guaranteeing (without recourse to its Partners) the obligations of the Portfolio Company. All Bridge Investments made by a Fund must be approved by the Independent General Partners of such Fund.

Each Fund will only make a Bridge Investment in a Portfolio Company in which it has made or expects to make a Mezzanine Investment. Part or all of a Bridge Investment may be retired by a Mezzanine Investment. However, each Fund may make Bridge Investments which are not expected to be refinanced, in whole or in part, by a Mezzanine Investment. Such a Bridge Investment would be in different levels of debt and equity securities than the related Mezzanine Investment. The Portfolio Company will expect to refinance any portion of a Bridge Investment not retired by a Mezzanine Investment with financing obtained from third parties.

**Temporary Investments:**

Pending investment in Enhanced Yield Investments, each Fund will invest its available funds in U.S. Treasury securities and/or certificates of deposit with maturities of less than one year, commercial paper (rated or unrated) and other short-term securities ("Temporary Investments"). Each Fund expects that substantially all of its available funds will be invested in Enhanced Yield Investments by the end of such Fund's three-year investment period referred to below. However, depending on opportunities for investment, a significant portion of each Fund's capital may be invested in Temporary Investments during such investment period. See "Business Plan" below.

**No Hostile Acquisitions:**

As noted above, each Fund will only invest in friendly leveraged buyouts, acquisitions or recapitalizations of businesses. "Friendly" transactions are those not opposed by the Board of Directors of the company to be bought out, acquired or recapitalized, as the case may be. Equitable Capital will be responsible for determining whether a transaction is opposed by a Board of Directors. A Fund will not provide financing for a hostile tender offer or proxy contest, regardless of whether such investment by such Fund would otherwise constitute an Enhanced Yield Investment. The Funds may, however, finance a bid approved by the board of directors of a company which is the subject of a competing hostile bid. The Funds' inability to finance a